# **EXHIBIT 2**

# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

TEXTRON INNOVATION	IS INC.,	)	
v.	Plaintiff,	)	C. A. No. 05-486 (GMS) (Jury Trial Demanded)
THE TORO COMPANY,		)	
	Defendant.	)	

#### TORO'S AMENDED PRIOR ART STATEMENT

In compliance with the Court's Scheduling Order, Defendant, The Toro Company ("Toro"), provides the following <u>Amended Prior Art Statement to Plaintiff</u>, Textron Innovations, Inc. ("Textron").

The asserted claims of U.S. Patent Nos. 6,047,530 ("the '530 patent"); 6,336,311 ("the '311 patent"); and 6,336,312 ("the '312 patent") (hereinafter the "patents-in-suit") are all invalid as anticipated under 35 U.S.C. § 102 or obvious under 35 U.S.C. § 103, or both, in view of the following list of prior art and as detailed in the attached invalidity charts Exhibits A-F:

#### A. Gang-Type Rotary Mowers

- 1. Lesco 500 Rotary
- 2. Deere with Nunes 355
- 3. Deere 3235A with Nunes Brochure
- 4. R.T.S. Rotary Cutters (Risboro Turf Brochure) & Hayter Bever T24
- 5. Picture of Deere 3235A with Nunes rotary decks
- 92. Groundsmaset® with Countour 66
- 93. January 1988 Newspaper Article
- 99. Wulff Mower Brochure

#### B. Gang-Type Rotary Mowers

- 6. Jacobsen HR-5111
- 7. Golf and Sports Turf, March 1990
- 8. Howard Price 1280
- 9. Howard Price 1260
- 10. Howard Price Hydro-Power 180
- 11. Befco
- 12. Las Tec—Articulator (Model 425-D, 325-ER, M 325-E)
- 13. Cream of The Crop Turf Management, April 1993
- 14. Nunes 317, 490, 426
- 15. Land Pride Turf—All-Flex Mowers
- 16. Nunes 5.5 Vacuum Plus
- 17. Hustler Range Wing
- 18. U.S. Pat. 4,926,621
- 19. U.S. Pat. 5,280,695
- 20. U.S. Pat. 3,135,079
- 21. EU 342 700 B1
- 22. Nunes 3235A
- 23. U.S. Pat. 4,308,713
- 24. Rotaries take to golf courses, Grounds Maintenance, January 1991.
- 25. Toro 455-D
- 26. Out-Front Rotary Mowers, Grounds Maintenance, May 1991
- 27. Problem Solver, Parks & Sport Grounds, March 1992
- 88. Canadian Pat. No. 1,115,067 to Ransomes
- 89. Canadian Pat. No. 1,141,177 to Brouwer

#### C. Gang Rotary with Roller

- 28. Major-Groundsman
- 29. Major-GroundsMajor
- 30. Howard—Stealth
- 31. Howard—TrailMaster
- 32. Cheap & Careful
- 33. United Equipment—Uni-Cut (see Tab 1)
- 34. Relying On a Rotary (Turfmech-- Tri-Deck TD65-2
- 35. U.S. Pat. No. 3,236,034
- 36. U.S. Pat. No. 3,650,098
- 37. U.S. Pat. No. 4,304,086
- 38. Trimax Pegasus

# D. Rotary with Roller (including Interchangeability of Roller and Casters Wheels)

- 39. Kilworth's Sovema optional Rear Roller.
- 40. Port Agric Cutlass Pro/AM.
- 41. U.S. Patent No. 3,802,172
- 42. Australian Patent No. 11,914/70
- 43. Australian Patent No. 50523/64
- 44. Honda HR 173, HR 194, HR 214, and HR 216
- 45. Cheap And Careful
- 46. Simplicity Mowers
- 47. Mountfield Empress
- 48. Steiner 80-81 Owners Manual
- 49. South African Patent App. No. 924978
- 50. South African Patent App. No. 942089
- 51. Teagle Topper 5.
- 52. Attack Engineering 150 Rollermower / Falcon Rollermowers 40/150R and 50/150R (40)
- 53. Dowdeswell Rollermowers
- 54. Sod Harvester by Nunes
- 55. Choosing the right cutting mechanism
- 90. Steiner Boom Mower
- 94. Simplicity Manuals
- 95. Simplicity Mower
- 96. Machinery For Horticulture, Chapter 14
- 97. Hayter Contour 120

### E. Gang of Single Spindle Rotary Decks

- 56. Australian 13463/70
- 57. Deere with Nunes 355
- 58. Deere 3235A with Nunes

#### F. Height Adjustment

- 59. U.S. Patent No. 1, 954,579
- 60. U.S. Patent No. 3,537,720
- 61. U.S. Patent No. 3,611,684
- 62. Australian Patent No. 11,914/70
- 63. Howard--Rollamowa (1979) Owners Manual
- 64. U.S Patent No. 3,802,172
- 65. Votex Rotary Cutters (U.S. Patent No. 1,212,353)
- 66. South African Pat. App. No. 924978

#### G. Ganged Reel Mowers

- 67. U.S. Patent No. 5,297,378
- 68. U.S. Patent No. 5,293,729
- 69. U.S. Patent No. 5,343,680

- 70. U.S. Patent No. 5,497,604
- 71. U.S. Patent No. 5,406,778
- 72. British Pat. No. 1,273,760
- 73. U.S. Patent No. 4,878,338
- 74. U.S. Patent No. 5,293,729
- 75. British Pat. No. 1,544,914
- 76. U.S. Patent No. 3,616,626

#### H. Rotaries on Golf Course/Roughs

- 77. Equipment Preview 1987, p. 37.
- 78. 1986: The Season In Review, p. 10
- 79. Course gets a manicure
- 80. Choosing the right cutting mechanism
- 81. Mowing Large Areas, Grounds Maintenance, July 1989
- 82. Cutting a Systematic Swathe, The Groundsman, July 1993
- 83. Rotaries take to golf courses, Grounds Maintenance, January 1991. (See No. 24)
- 84. Cheap And Careful (see No. 45)
- 91. Spring 1992 Jacobsen "NEWSREEL" magazine
- 95. Machinery For Horticulture, Chapter 14
- 98. U.S. Pat. No. 5,305,589

#### I. Segmented Rollers

- 85. U.S. Patent No. 3,654,749
- 86. U.S. Patent No. 3,754,385
- 87. U.S. Patent No. 4,416,109
- 92. Groundsmaset® with Countour 66
- 94. Simplicity Manuals
- 95. Simplicity Mower
- 99. Wulff Mower Brochure

The following attached Exhibits A-F provide a detailed explanation of how the asserted claims of the patents-in-suit are invalid under 35 U.S.C. §§ 102 and 103:

- 1. Exhibit A: Invalidity of Asserted Claims of The '530 Patent Under 35 U.S.C. §102;
- 2. Exhibit B: Invalidity of Asserted Claims of The '530 Patent Under 35 U.S.C. §103;

- 3. Exhibit C: Invalidity of Asserted Claims of The '311 Patent Under 35 U.S.C. §102;
- 4. Exhibit D: Invalidity of Asserted Claims of The '311 Patent Under 35 U.S.C. §103;
- 5. Exhibit E: Invalidity of Asserted Claims of The '312 Patent Under 35 U.S.C. §102; and
- 6. Exhibit F: Invalidity of Asserted Claims of The '312 Patent Under 35 U.S.C. §103.

The references to the various prior art teachings in the above Exhibits A-F are exemplary only, and other portions of the references, other combinations of references, and other evidence of commercial embodiments and/or published literature may provide additional evidence of invalidity. Any and all commercial embodiments and/or published literature relating to any of the prior art listed above are incorporated into this Prior Art Statement.

As specifically detailed in the attached §102 invalidity charts (Exhibits A, C, and E), the asserted claims of the patents-in-suit are invalid under 35 U.S.C. § 102 as being anticipated by various prior art references, including, but not limited to, the Lesco 500 Rotary mower, the Risboro Turf Brochure (R.T.S. Rotary Cutters), and the John Deere Mowers with Nunes decks products and brochures. In addition, as specifically detailed in the attached §103 invalidity charts (Exhibits B, D, and F)<sup>1</sup>, it would have been obvious under 35 U.S.C. §103 to a person of ordinary skill in the art, as of the filing date of the patents-in-suit, in view of the prior art alone or in combination with the listed prior art references.

<sup>&</sup>lt;sup>1</sup> Toro's 35 U.S.C. §103 invalidity charts, Exhibits B, D, and F, include two columns of prior art descriptions. The prior art description in the first prior-art column discloses the claimed element alone or in combination with the description in the second prior-art column that corresponds to the prior art description in the first column.

The prior art listed above would have also informed one of skill in the art regarding the state of the art at the time of filing of the application. Toro intends to rely upon these and any other references reflecting the state of the art that may be found during discovery, as well as all prior art identified in the file histories and specifications of the patents-in-suit, and all prior art identified or cited in the references disclosed in this Prior Art Statement.

The information provided in Toro's Prior Art Statement is preliminary in nature and subject to modification and supplementation. Toro anticipates that discovery from Textron and others will likely lead to additional prior art relevant to the invalidity of the patents-in-suit, which will need to be added to Toro's Prior Art Statement. Toro may continue to refine and supplement its understanding of the prior art as additional relevant information is acquired during the course of discovery. Toro will supplement this Prior Art Statement in a timely matter as their understanding of the scope, content, and meaning of the prior art develops as discovery progresses.

Toro's application of its prior art is based on its current understanding of how Textron is applying the claim terms in its infringement analysis of Toro's products. The prior art references provided herein represent those that Toro has acquired sufficient information to assess their relevance with respect to the patents-in-suit, as currently understood.

[Textron has not provided Toro with its construction of the claims, and as such, Toro reserves the right to modify and supplement its Prior Art Statement to the extent that Textron and/or the Court adopt a construction of the claims that differs from Defendant's current understanding of how Textron is applying the claim terms. The prior art references provided herein represent those that Toro has acquired sufficient information to assess their relevance with respect to the patents-in-suit, as currently understood.]

To date, Textron has also not produced any evidence to establish that the patents-in-suit are entitled to a priority date earlier than the filing dates. Thus, the patentability of the patents-in-suit must be assessed in light of the state of the relevant art as of the patent filing dates. Should evidence of an earlier priority date be produced, Toro reserves the right to modify and supplement this Prior Art Statement.

Dated:		
Daw.		 

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# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

TEXTRON INNOVATION	s INC.,	)	
	Plaintiff,	)	C. A. No. 05-486 (GMS)
<b>v.</b>		) -	(Jury Trial Demanded)
THE TORO COMPANY,		)	
	Defendant.	)	

# EXHIBIT C: INVALIDITY OF ASSERTED CLAIMS OF THE '311 PATENT UNDER 35 U.S.C. §102 (AMENDED).

CLAIMS	PRIOR ART
CLAIM 1: A gang-type rotary lawn m	ower comprising
a frame supported by wheels for	Claim 1 is invalid under 35 U.S.C. § 102.
movement over the ground,	The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have such a frame.
	U.S. Pat. No. 5,280,695 discloses a gang-type rotary lawn mower have a frame supported by wheels.
a power source which is mounted on the frame and which drives at least two of the wheels,	The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have an engine mounted on the frame which drives two wheels.
	U.S. Pat. No. 5,280,695 discloses an engine mounted on the frame.
an operator's seat mounted on the frame,	The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have a seat.
	U.S. Pat. No. 5,280,695 discloses a seat.
a steering system enabling the operator to steer the lawn mower,	The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have a steering wheel.
	U.S. Pat. No. 5,280,695 discloses a steering

	system.
at least two side-by-side front rotary cutting deck assemblies mounted on the	The Lesco 500 Rotary, Deere with Nunes 355, Deere 3235A with Nunes mower each have the
frame, the front deck assemblies defining a gap between adjacent front	claimed configuration of front cutting decks.
deck assemblies, and	U.S. Pat. No. 5,280,695 discloses three front cutting deck assemblies (171, 172) defining gaps.
at least one rear rotary cutting deck	As Textron has construed this limitation to
assembly mounted on the frame behind	accuse Toro's products of infringement, the
the front deck assemblies, each rear	Lesco 500 Rotary, Deere with Nunes 355,
deck assembly being aligned with a	Deere 3235A with Nunes mower each have
respective gap between adjacent front	three decks behind the front decks and, as
deck assemblies,	Textron uses the term, aligned with a gap between the front decks.
	U.S. Pat. No. 5,280,695 discloses two rear
	cutting deck assemblies (173) aligned with the
	gaps.
each of the front and rear deck	As Textron has construed this limitation to
assemblies including a single-spindle	accuse Toro's products of infringement, the
cutting deck defining a downwardly	Lesco 500 Rotary, Deere with Nunes 355,
opening space, a single spindle	Deere 3235A with Nunes mower each utilize
mounted for rotation about a generally	single spindle decks with at least one cutting
vertical axis within the space, and at	blade.
least one cutting blade mounted on the	
spindle for rotation therewith.	U.S. Pat. No. 5,280,695 discloses single
	spindle decks with at least one cutting blade.
CLAIM 2: A gang-type rotary lawn m	ower comprising
a frame supported by front and rear wheels for movement over the ground,	Claim 2 is invalid under 35 U.S.C. § 102.
wheels for movement ever the ground,	The Lesco 500 Rotary, Wulff and Risboro
	mowers each have such a frame.
a power source which is mounted on	The Lesco 500 Rotary, Wulff and Risboro
said frame and which drives at least	mowers each have an engine mounted on the
two of said wheels,	frame.
an operator's seat mounted on said	The Lesco 500 Rotary, Wulff and Risboro
frame,	mowers each have a seat.
a steering system enabling the operator	The Lesco 500 Rotary, Wulff and Risboro mowers each have a steering wheel.
to steer said lawn mower,	The Lesco 500 Rotary, Wulff and Risboro
at least one front rotary cutting deck	mowers each have the claimed configuration of
assembly mounted on said frame in	front cutting deck(s).
front of said front wheels;	The Lesco 500 Rotary, Wulff and Risboro
at least one rear rotary cutting deck	mowers each have a rear deck behind the front
assembly mounted on said frame	mowers each have a real deek benind the front

	1 6 4 1 2 2 2 2
behind said front deck assemblies and	decks and between the front and rear wheels.
between said front and rear wheels; and	As Textron has construed these terms to accuse
each of said front and rear deck	
assemblies including a deck defining a	Toro's products of infringement, the Lesco 500
downwardly opening space, at least one	Rotary, Wulff and Risboro mowers each have
cutting blade mounted on a spindle for	[full width] rear rollers extending substantially
rotation therewith and at least one roller	across the entire width of the decks and decks
supporting said deck for movement	defining a downwardly opening space with at
over the ground, said roller extending	least one cutting blade on a spindle.
substantially across the entire width of	
said deck.	
CLAIM 3	Claim 3 is invalid under 35 U.S.C. § 102.
A lawn mower as set forth in claim 2	Claim 3 is invalid dilder 33 O.S.C. § 102.
wherein each deck assembly is	- 1 T T T T T T T T T T T T T T T T T T
connected to said frame by a respective	Both the Lesco 500 Rotary, Wulff and the
lifting arm operable to lift the	Risboro mower had individual lifting arms for
associated deck assembly relative to	each deck.
said frame, such that each of said deck	
assemblies is connected by its own	
lifting arm to said frame.	
CLAIM 4	
A lawn mower as set forth in claim 2	
wherein each of said front and rear	
deck assemblies includes a pair of	
laterally-spaced, generally vertically-	
extending side plates having forward	
ends,	
a first front wheel supporting one of	
said side plates for movement over the	
ground, and a second front wheel	
supporting the other of said side plates	
for movement over the ground,	
wherein said roller extends between	
said side plates and supports said side	
plates for movement over the ground,	
wherein the associated deck is located	
between said side plates and in front of	
said roller and is mounted on said side	
plates such that the height of said deck	
relative to the ground is adjustable by	
changing the position of said deck	
relative to said side plates.	
CLAIM 5	
A lawn mower as set forth in claim 2	Claim 5 is invalid under 35 U.S.C. § 102.
wherein each deck assembly also	
includes a hydraulic motor which is	[Both the] Lesco 500 Rotary, Wulff and the
includes a nydraulic motor willch is	[Dom aid] Dosoo Doo Itomiya ii airi airi air

Γ	mounted on said deck and which is	Risboro mowers included a hydraulic motor
1	drivingly connected to said spindle.	mounted on each deck that drove the
	dirvingly consistent in	associated spindle.
ł	CLAIM 7	
ŀ	A lawn mower as set forth in claim 2	Claim 7 is invalid under 35 U.S.C. § 102.
	wherein at least two front rotary cutting	
	deck assemblies are mounted on said	[Both the] Lesco 500 Rotary, Wulff and the
١		Risboro mowers included front decks in the
1	frame in a side-by-side relationship	configuration claimed.
	defining a gap between adjacent front	Configuration claimou.
1	deck assemblies.	
	CLAIM 8	Claim 8 is invalid under 35 U.S.C. § 102.
	A lawn mower as set forth in claim 7	Claim 8 is invalid under 33 c.s.c. § 102.
-	wherein at least one rear deck assembly	[Both the] Lesco 500 Rotary, Wulff and the
-	is aligned with said gap.	Both the Lesco 500 Rotaly, want and the
		Risboro mowers included a rear deck aligned
		with the gap created by the front decks.
	CLAIM 10: A gang-type rotary lawn n	nower comprising
	a frame supported by front and rear	Claim 10 is invalid under 35 U.S.C. § 102.
	wheels for movement over the ground,	
		The Lesco 500 Rotary, Wulff and Risboro
		mowers each have such a frame.
	a power source which is mounted on	The Lesco 500 Rotary, Wulff and Risboro
	said frame and which drives at least	mowers each have an engine mounted on the
	two of said wheels;	frame.
	an operator's seat mounted on said	The Lesco 500 Rotary, Wulff and Risboro
	frame;	mowers each have a seat.
	a steering system enabling the operator	The Lesco 500 Rotary, Wulff and Risboro
	to steer said lawn mower;	mowers each have a steering wheel.
	at least two front rotary cutting deck	The Lesco 500 Rotary, Wulff and Risboro
	assemblies mounted to said frame in	mowers each have the claimed configuration of
	front of said front wheels and in a side-	front cutting decks which cut a path.
	by-side relationship, wherein each of	
	said front cutting deck assemblies	
	defines a front cutting path; and	
	at least one rear rotary cutting deck	As Textron construes this limitation to accuse
	assembly being mounted on said frame	Toro's products of infringement, [both] the
	behind said front deck assemblies, said	Lesco 500 Rotary, Wulff and Risboro mowers
	rear rotary cutting deck assembly	have a rear deck that has a path overlapping a
	defining a rear cutting path extending	portion of the front paths.
	laterally to overlap a portion of each of	<u> </u>
	said front cutting paths,	
	wherein each of said front and rear	[Both the] Lesco 500 Rotary, Wulff and
	deck assemblies has at least one cutting	Risboro mowers have [full width] rear rollers
	blade mounted on a spindle for rotation	that extend substantially across the entire width
	therewith and at least one roller to	of the deck and cutting decks with at least one
		blade and spindle.
	support each of said deck assemblies	orace and spinere.

for movement over the ground, said	
roller extending substantially across the	
entire width of said cutting path.	
CLAIM 11	
A lawn mower as set forth in claim 10	Claim 11 is invalid under 35 U.S.C. § 102.
wherein each deck assembly is	
connected to said frame by a respective	[Both the] Lesco 500 Rotary, Wulff and
lifting arm operable to lift the	Risboro mowers have individual lifting arms
associated deck assembly relative to	for each deck.
said frame, such that each of said deck	
assemblies is connected by its own	
lifting arm to said frame.	
CLAIM 12	
A lawn mower as set forth in claim 10	
wherein each of said front and rear	• •
deck assemblies includes a pair of	
laterally-spaced, generally vertically-	
extending side plates having forward	
ends,	
a first front wheel supporting one of	
said side plates for movement over the	•
ground, and a second front wheel	
supporting the other of said side plates	
for movement over the ground,	
wherein said roller extends between	
said side plates and supports said side	
plates for movement over the ground,	
wherein the associated deck is located	
between said side plates and in front of	
said roller and is mounted on said side	
plates such that the height of said deck	
relative to the ground is adjustable by	
changing the position of said deck	
relative to said side plates.	

### IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

TEXTRON INNOVATIONS	S INC.,	) ) C. A. No. 05-486 (GMS)
<b>v.</b>	Plaintiff,	) (Jury Trial Demanded)
THE TORO COMPANY,		)
	Defendant.	)

# EXHIBIT E: INVALIDITY OF ASSERTED CLAIMS OF THE '312 PATENT UNDER 35 U.S.C. §102 (Amended).

CLAIMS	PRIOR ART
CLAIM 1: A gang-type rotary law	vn mower comprising
a frame supported by front wheels and at least one rear wheel for	Claim 1 is invalid under 35 U.S.C. § 102.
movement over the ground;	The Wulff [Lesco 500 Rotary] mower and Risboro reference each have such a frame.
	In addition, U.S. Patent No. 3,236,034 discloses the claimed frame.
	As Textron applies this limitation, the Groundsmaster with Contour 66 has a frame and three wheels.
a power source which is mounted	The Wulff [Lesco 500 Rotary] mower and Risboro
on said frame and which drives at least two of said wheels;	reference each have an engine mounted on the frame.
	In addition, U.S. Patent No. 3,236,034 discloses an engine mounted on the frame.
	As Textron applies this limitation, the Groundsmaster with Contour 66 has an engine.
an operator's seat mounted on said frame;	The Wulff [Lesco 500 Rotary] mower and Risboro reference each have a seat.
	In addition, U.S. Patent No. 3,236,034 discloses a seat.

	As Textron applies this limitation, the
	Groundsmaster with Contour 66 has a seat mounted
	on a frame.
a steering system enabling the	The Wulff [Lesco 500 Rotary mower and Risboro
a Steeling System challing are	reference each have a steering wheel.
operator to steer said lawn	Telefolice odoli mavo a storming
mower;	v 11'4' II G Detect No 2 226 024 dipologes a
	In addition, U.S. Patent No. 3,236,034 discloses a
	steering system.
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 has a steering
	system.
A land the gide by gide front	The Wulff [Lesco 500 Rotary] mower and Risboro
at least two side-by-side front	reference each have the claimed configuration of
rotary cutting deck assemblies	Control of the complete second lies which define a gen
mounted on said frame in front of	front cutting deck assemblies which define a gap.
said front wheels, said front deck	- 1111 TEG D. (3T. 2.020.024.3'1
assemblies defining a gap	In addition, U.S. Patent No. 3,236,034 discloses the
between adjacent front deck	claimed configuration of front cutting deck
assemblies; and	assemblies as interpreted by Textron.
,	
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 has three side-by-
	side front rotary cutting deck assemblies mounted on
	said frame in front of said front wheels. The front
	deck assemblies define a gap between adjacent front
	deck assemblies.
at least one rear rotary cutting	The Wulff mower [Lesco 500 Rotary] and the
deck assembly mounted on said	Risboro reference [both] have at least one rear deck
frame behind said front deck	assembly behind the front decks and aligned with the
assemblies and between said front	gap.
wheels, each rear deck assembly	
being aligned with a respective	In addition, U.S. Patent No. 3,236,034 discloses the
being anglied with a respective	claimed configuration of the at least one rear rotary
gap between adjacent front deck	cutting deck as interpreted by Textron.
assemblies;	cutting deck as interpreted by Texaton.
	A. Touton andicathic limitation the
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 has at least one rear
	rotary cutting deck assembly mounted on said frame
	behind said front deck assemblies and between said
	front wheels. Each rear deck assembly is aligned
	with a respective gap between adjacent front deck
	assemblies.
each of said front and rear deck	As this element has been applied by Textron to
0.000	Toro's accused products, [both] the Wulff [Lesco
assemblies including a deck	COO Detail and the Dichard reference have a
defining a downwardly opening	500 Rotary] mower and the Risboro reference have a
space, at least one cutting blade	deck defining a downwardly opening space, a

mounted on a spindle for rotation therewith and a first roller supporting said deck movement over the ground, said first roller extending only partially across the width of said deck.  In addition, U.S. Patent No. 3,236,034 discloses decks having a downwardly opening space, using the construction Textron uses to accuse Toro's products of infringement, at least one cutting blade mounted on a spindle, and a roller extending only partially across the width of the deck.  As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.  CLAIM 2  The lawn mower of claim 1 wherein each of said front and rear deck assemblies further includes a second roller positioned in offset relation to said first roller.  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second and third roller sold first, second and third rollers define a rolling  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second and third rollers define a rolling  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second and third rollers define a rolling  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second and third rollers define a rolling of the deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of sa		
supporting said deck movement over the ground, said first roller extending only partially across the width of said deck.  In addition, U.S. Patent No. 3,236,034 discloses deck shaving a downwardly opening space, using the construction Textron uses to accuse Toro's products of infringement, at least one cutting blade mounted on a spindle, and a roller extending only partially across the width of the deck.  As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.  CLAIM 2  CLAIM 2  CLAIM 2  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4	mounted on a spindle for rotation	cutting blade on a spindle and a partial-width roller.
decks having a downwardly opening space, using the construction Textron uses to accuse Toro's products of infringement, at least one cutting blade mounted on a spindle, and a roller extending only partially across the width of the deck.  As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle, and a roller extending only partially across the width of the deck.  As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies further includes a second roller positioned in offset relation to said first roller.  CLAIM 2  The lawn mower of claim 1 wherein each of said front and rear deck assemblies further positioned in offset relation to said first roller.  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  CLAIM 4  CLAIM 4  Claim 4 is invalid under 35 U.S.C. § 102.		2006004111
extending only partially across the width of said deck.  construction Textron uses to accuse Toro's products of infiringement, at least one cutting blade mounted on a spindle, and a roller extending only partially across the width of the deck.  As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.  CLAIM 2  The lawn mower of claim 1 wherein each of said front and rear deck assemblies further includes a second roller positioned in offset relation to said first roller.  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  CLAIM 4  Claim 4 is invalid under 35 U.S.C. § 102.		In addition, U.S. Patent No. 3,236,034 discloses
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of infringement, at least one cutting blade mounted on a spindle, and a roller extending only partially across the width of the deck.  As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.  CLAIM 2  The lawn mower of claim 1 wherein each of said front and rear deck assemblies further includes a second roller.  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  CLAIM 4  Claim 4 is invalid under 35 U.S.C. § 102.  CLAIM 4  Claim 5 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller not the first roller.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  Claim 3 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  Claim 4 is invalid under 35 U.S.C. § 102.	extending only partially across the	construction Textron uses to accuse Toro's products
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As Textron applies this limitation, the Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.  CLAIM 2  The lawn mower of claim 1 wherein each of said front and rear deck assemblies further includes a second roller.  CLAIM 3  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  CLAIM 4  Claim 2 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, [both] the Wulff [Lesco 500 Rotary] mower and the Risboro reference have a second roller offset from the first.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a second roller.  Claim 3 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  Claim 4 is invalid under 35 U.S.C. § 102.		
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Groundsmaster with Contour 66 has each front and rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.  CLAIM 2  The lawn mower of claim 1 wherein each of said front and rear deck assemblies further includes a second roller positioned in offset relation to said first roller.  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 3  Claim 3 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, [both] the Wulff [Lesco 500 Rotary] mower and the Risboro reference have a second roller offset from the first.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a second roller.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second		
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rear deck assemblies include a deck defining a downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.  CLAIM 2  The lawn mower of claim 1 wherein each of said firont and rear deck assemblies further includes a third roller having an axis of rotation of said second roller.  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation of said second roller.  CLAIM 3  Claim 3 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, [both] the Wulff [Lesco 500 Rotary] mower and the Risboro reference have a second roller offset from the first.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a second roller.  CLAIM 3  Claim 3 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second		Groundsmaster with Contour 66 has each front and
downwardly opening space, at least one cutting blade mounted on a spindle for rotation therewith and a first roller supporting said deck for movement over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.    CLAIM 2		
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Over the ground. As Textron applies this limitation, the Groundsmaster with Contour 66 has a first roller extending only partially across the width of said deck.  CLAIM 2  The lawn mower of claim 1 wherein each of said front and rear deck assemblies further includes a second roller positioned in offset relation to said first roller.  CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  CLAIM 4  Claim 3 is invalid under 35 U.S.C. § 102.  Claim 3 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, the Groundsmaster with Contour 66 includes a second roller not the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second		
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CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  Claim 4 is invalid under 35 U.S.C. § 102.	said first roller.	second roller offset from the first.
CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation of said second roller.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second		
The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  Claim 3 is invalid under 35 U.S.C. § 102.  Claim 3 is invalid under 35 U.S.C. § 102.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  Claim 4 is invalid under 35 U.S.C. § 102.		
CLAIM 3  The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  Claim 4 is invalid under 35 U.S.C. § 102.		
The lawn mower of claim 2 wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  Claim 4 is invalid under 35 U.S.C. § 102.	·	roller positioned in offset relation to the first roller.
wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second	CLAIM 3	
wherein each of said front and rear deck assemblies further includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second	The lawn mower of claim 2	Claim 3 is invalid under 35 U.S.C. § 102.
As this element has been applied by Textron to Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second		
includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  Toro's accused products, the Wulff [Lesco 500 Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  Claim 4 is invalid under 35 U.S.C. § 102.		As this element has been applied by Textron to
axis of rotation aligned with an axis of rotation of said second roller.  Rotary] mower has a third roller on the same axis as the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  Claim 4 is invalid under 35 U.S.C. § 102.		Toro's accused products, the Wulff [Lesco 500
the second.  As Textron applies this limitation, the  Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  the second.  As Textron applies this limitation, the Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  Claim 4 is invalid under 35 U.S.C. § 102.		Rotary] mower has a third roller on the same axis as
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As Textron applies this limitation, the  Groundsmaster with Contour 66 includes a third roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  Claim 4 is invalid under 35 U.S.C. § 102.		
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roller having an axis of rotation aligned with an axis of rotation of said second roller.  CLAIM 4  The lawn mower of claim 3 wherein each of said first, second  Claim 4 is invalid under 35 U.S.C. § 102.		
CLAIM 4  The lawn mower of claim 3 wherein each of said first, second Claim 4 is invalid under 35 U.S.C. § 102.		
CLAIM 4  The lawn mower of claim 3  wherein each of said first, second  Claim 4 is invalid under 35 U.S.C. § 102.		
The lawn mower of claim 3 Claim 4 is invalid under 35 U.S.C. § 102. wherein each of said first, second	CI AIM 4	
wherein each of said first, second		Claim 4 is invalid under 35 U.S.C. & 102
		Claim 4 is invalid dilder 33 C.S.C. § 102.
and third rollers define a folling   As this element has been applied by Texholi to		As this element has been annlied by Tevtron to
	and third rollers define a rolling	As this element has been applied by Textion to

path substantially uninterrupted	Toro's accused products, the Wulff [Lesco 500
across the width of the deck.	Rotary] mower has an uninterrupted rolling path.
across the width of the deek.	, , , , , , , , , , , , , , , , , , , ,
	As Textron applies this limitation, the
·	Groundsmaster with Contour 66 includes first,
	second and third rollers that define a rolling path
	second and unit toners that define a forming path
	substantially uninterrupted across the width of the
	deck.
CLAIM 5	
The lawn mower of claim 4	Claim 5 is invalid under 35 U.S.C. § 102.
wherein said rolling path includes	
a portion traveled by both of said	As this element has been applied by Textron to
first and second rollers.	Toro's accused products, the Wulff [Lesco 500
illst and second tenere.	Rotary] mower has a rolling path traveled by two
	rollers.
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 includes a rolling
	path with a portion traveled by both of said first and
	second rollers.
CLAIM 8	
The lawn mower of claim 1	Claim 8 is invalid under 35 U.S.C. § 102.
wherein said first roller of said at	
least one front deck assembly	As this element has been applied by Textron to
defines a rolling path and said	Toro's accused products, [both] the Wulff [Lesco
first roller of said corresponding	500 Rotary] mower and the Risboro brochure have
at least one rear deck assembly	the claimed rolling path features.
defines a rolling path.	
defines a forming patie.	As Textron applies this limitation, the
	Groundsmaster with Contour 66 includes a first
	roller of said at least one front deck assembly defines
	a rolling path and said first roller of said
	corresponding at least one rear deck assembly
	defines a rolling path.
CLAIM 9	OT : O : :
The lawn mower of claim 8	Claim 9 is invalid under 35 U.S.C. § 102.
wherein said rolling path defined	
by said front deck assembly roller	As this element has been applied by Textron to
overlaps said rolling path defined	Toro's accused products, [both] the Wulff [Lesco
by said rear deck assembly roller.	500 Rotary] mower and the Risboro reference have a
	front roller path that overlaps the rear roller path
	overlap.
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 includes a rolling
	path defined by said front deck assembly roller
	paul defined by said from door assembly toner

	overlaps said rolling path defined by said rear deck
	assembly roller.
CY AYM 10	assembly fonce.
CLAIM 10	Claim 10 is invalid under 35 U.S.C. § 102.
The lawn mower of claim 8	Claim 10 is invalid under 33 O.S.C. § 102.
wherein said rolling path defined	to this above the above applied by Touten to
by said front deck assembly roller	As this element has been applied by Textron to
includes an inboard edge aligned	Toro's accused products, [both] the Wulff [Lesco
with an outboard edge of said	500 Rotary] mower and the Risboro reference have
rolling path defined by said rear	the claimed alignment.
deck assembly roller.	
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 includes this
	limitation.
CLAIM 11	
The lawn mower of claim 8	Withdrawn by Textron.
wherein said rolling path defined	
by said front deck assembly roller	[Claim 11 is invalid under 35 U.S.C. § 102.
is spaced apart from said rolling	
path defined by said rear deck	As this element has been applied by Textron to
assembly roller.	Toro's accused products, both the Lesco 500 Rotary
	mower and the Risboro reference have the claimed
	spacing.]
CLAIM 12	
The lawn mower of claim 1	Withdrawn by Textron.
wherein each of said front and	
rear deck assemblies further	
includes a pair of rotatable wheels	
pivotally mounted to said frame.	
CLAIM 14	
The lawn mower of claim 1	Claim 14 is invalid under 35 U.S.C. § 102.
further including a lifting arm	
pivotally interconnecting each of	As this element has been applied by Textron to
said front deck assemblies to said	Toro's accused products, [both] the Wulff [Lesco
frame, said lifting arm pivoting	500 Rotary] mower and the Risboro reference have
about an axis laterally extending	lifting arms as claimed.
across said deck assembly	
substantially parallel to the	As Textron applies this limitation, the
ground and perpendicular to the	Groundsmaster with Contour 66 includes a lifting
direction of travel.	arm pivotally interconnecting each of said front deck
	assemblies to said frame, said lifting arm pivoting
	about an axis laterally extending across said deck
	assembly substantially parallel to the ground and
	perpendicular to the direction of travel.
CLAIM 15	
The lawn mower of claim 1	Claim 15 is invalid under 35 U.S.C. § 102.
wherein said first roller is a	

unitary, one-piece roller.	As this element has been applied by Textron to
	Toro's accused products, [both] the Wulff [Lesco
	500 Rotary] mower and the Risboro reference
	include unitary, one piece rollers.
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 includes a first
	roller that is a unitary, one-piece roller.
CLAIM 16	
The lawn mower of claim 1	Withdrawn by Textron.
wherein said first roller is a	
segmented roller having a	•
plurality of roller segments.	
CLAIM 17	Withdrawn by Textron.
The lawn mower of claim 16	Withdrawn by Textion.
wherein said roller segments are	
aligned along an axis of rotation.	1) C
CLAIM 19: A cutting deck assem	ably for a gang-type rotary lawn mower having a
frame, the cutting deck assembly	comprising:
a deck defining a downwardly	
opening space;	
at least one cutting blade mounted	
on a spindle for rotation	
therewith;	
a pair of laterally-spaced,	
generally vertically extending	
side plates having forward ends;	
a first front wheel supporting one	
of said side plates for movement	
over the ground;	
a second front wheel supporting	
the other of said side plates for	
movement over the ground;	
a roller extending between said	
side plates supporting said side	
plates for movement over the	
ground, wherein said deck is	
coupled to said side plates and	
located in front of said roller such	
that the height of said deck	
relative to the ground is	
adjustable by changing the	
position of said deck relative to	
said side plates; and	
a lifting arm adapted to pivotally	
interconnect said cutting deck	

	,
assembly and the frame.	
CLAIM 20	
The lawn mower of claim 19	
wherein said roller is a unitary,	
one-piece roller.	
CLAIM 24: A gang-type rotary la	awn mower comprising:
a frame supported by front wheels	Claim 24 is invalid under 35 U.S.C. § 102.
and at least one rear wheel for	
movement over the ground;	The Wulff [Lesco 500 Rotary] mower has such a
	frame.
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 has such a frame.
a power source which is mounted	The Wulff [Lesco 500 Rotary] mower has an engine
on said frame and which drives at	mounted on the frame.
least two of said wheels;	
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 has an engine
	mounted on the frame.
an operator's seat mounted on	The Wulff [Lesco 500 Rotary] mower has a seat.
said frame;	
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 has a seat.
a steering system enabling the	The Wulff [Lesco 500 Rotary] mower has a steering
operator to steer said lawn	wheel.
mower;	
	As Textron applies this limitation, the
	Groundsmaster with Contour 66 has a steering
<u>:</u>	wheel.
at least two side-by-side front	The Wulff [Lesco 500 Rotary] mower has the
rotary cutting deck assemblies	claimed configuration of front cutting decks which
mounted on said frame in front of	define a gap.
said front wheels, said front deck	
assemblies defining a gap	As Textron applies this limitation, the
between adjacent front deck	Groundsmaster with Contour 66 has three side-by-
assemblies; and	side front rotary cutting deck assemblies mounted on
·	said frame in front of said front wheels. The front
	deck assemblies define a gap between adjacent front
	deck assemblies.
at least one rear rotary cutting	The Wulff [Lesco 500 Rotary] mower has a rear
deck assembly mounted on said	deck that is aligned with the gap.
frame behind said front deck	
assemblies, each rear deck	As Textron applies this limitation, the
assembly being aligned with a	Groundsmaster with Contour 66 has at least one rear
respective gap between adjacent	rotary cutting deck assembly mounted on said frame
assembly being aligned with a	

		·
Г	C + 1-1- recombling:	behind said front deck assemblies and between said
	front deck assemblies;	front wheels. Each rear deck assembly is aligned
		with a respective gap between adjacent front deck
	· · · · · · · · · · · · · · · · · · ·	assemblies.
ł	each of said front and rear deck	The Wulff [Lesco 500 Rotary] mower includes
-	assemblies including a deck	downwardly opening decks, as Textron has applied
١	assemblies including a deck	that term, at least one blade on a spindle, and three
1	defining a downwardly opening	rollers, as Textron has applied that term, supporting
Ì	space, at least one cutting blade	
ļ	mounted on a spindle for rotation	the decks.
1	therewith and a first, second and	
	third roller supporting said deck	As Textron applies this limitation, the
	for movement over the ground,	Groundsmaster with Contour 66 has each front and
	in Control of the second in a only	rear deck assemblies include a deck defining a
	said first roller extending only	downwardly opening space, at least one cutting
	partially across the width of said	downwardry opening space, at roast one therewith
	deck.	blade mounted on a spindle for rotation therewith
		and a first roller supporting said deck for movement
		over the ground. As Textron applies this limitation,
		the Groundsmaster with Contour 66 has a first,
		second and third roller, the first roller extending only
	·	partially across the width of said deck.
		partially across the width of said costs
	CLAIM 25	1 25 H C C C 102
	The lawn mower of claim 24	Claim 25 is invalid under 35 U.S.C. § 102.
	wherein said first roller and said	
	second roller are positioned in	The Wulff [Lesco 500 Rotary] mower includes a
	along different axes of rotation.	first and second roller in the claimed configuration,
	along different axes of foldion.	as Textron has interpreted it.
		as rextroit has interpresent in
	_	. m
		As Textron applies this limitation, the
		Groundsmaster with Contour 66 has a first roller and
		second roller positioned along different axes of
		rotation.
	CY AVAG 26	
	CLAIM 26	Claim 26 is invalid under 35 U.S.C. § 102.
	The lawn mower of claim 25	Claim 20 is invalid under 33 0.5.0. § 102.
	wherein said third roller and said	
	second roller rotate about the	The Wulff [Lesco 500 Rotary] mower includes a
	same axis of rotation.	second and third roller in the claimed configuration,
	DMILL WILL TO THE TOTAL TOTAL TO THE TOTAL T	as Textron has interpreted it.
	·	•
		As Textron applies this limitation, the
		Groundsmaster with Contour 66 has a third roller
		and second roller that rotate about the same axis.
	CLAIM 27	
	The lawn mower of claim 26	Claim 27 is invalid under 35 U.S.C. § 102.
	wherein said second and third	
		The Wulff [Lesco 500 Rotary] mower includes a
	rollers are positioned forward of	THE WAITT PRODUCTOR TO THE WAITTE

said first roller.	first, second and third roller in the claimed configuration, as Textron has interpreted it.
	As Textron applies this limitation, the  Groundsmaster with Contour 66 has second and third rollers positioned forward of a first roller.